

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400025

PRINT DATE: 06/27/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1221933307
POTTERS INDUSTRIES INC
PO BOX 840

VALLEY FORGE, PA 19482
(610) 651-4700 EXT 731

REFER QUESTIONS TO:

SUZAN EDWARDS
(410) 767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:

EXPR DATE: 07/24/13
POST DATE: 06/27/12

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

AGENCY CONTRACT FOR GLASS BEADS

A DESIGNATED AGENCY ONLY: STATE HIGHWAY ADMINISTRATION

VENDOR CONTACT: POTTERS INDUSTRIES INC.
MS. YVONNE HARRIS
YVONNE.HARRIS@POTTERSBEADS.COM

AGENCY CONTACT: STATE HIGHWAY ADMINISTRATION
MS. TAMI WORTHINGTON
TWORTHINGTON@SHA.STATE.MD.US

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD WITH NO RENEWAL
OPTIONS REMAINING.

THIS BPO EXTENDS THE ORIGINAL BPO,001B0400085, FOR ONE (1) ADDITIONAL
YEAR AND ALL TERMS AND CONDITIONS REMAIN THE SAME. THIS IS THE FINAL
ONE (1) YEAR RENEWAL FOR THIS CONTRACT.

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TERMS (cont'd):

THIS CONTRACT IS FOR THE STATE HIGHWAY ADMINISTRATION.

REQUIREMENTS OF CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE SPECIFIED ITEM(S) FOR THE CONTRACT PERIOD OF ONE (1) YEAR.

THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00 ARE INCORPORATED HEREIN BY REFERENCE.

THIS IS A FIRM FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE CONTRACT PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS. HOWEVER, IN THE EVENT OF ANY DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASES.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

PRICING MUST REMAIN THE SAME FOR ADDITIONAL QUANTITIES FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR SHALL KEEP IN INVENTORY A STOCK OF THESE ITEMS.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT, PRICE ESCALATION MAY BE PERMITTED ONLY AT THE END OF THIS PERIOD AND ANNUALLY THEREAFTER, AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. HOWEVER, "CROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

PRICE ADJUSTMENTS MAY BE PERMITTED FOR CHANGES IN THE CONTRACTOR'S COST OF MATERIALS ONLY, NOT TO EXCEED 5% OF THE ORIGINAL BID PRICE. AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE ONLY AT THE BEGINNING OF THE CONTRACT RENEWAL START DATE.

THE CONTRACTOR SHALL DOCUMENT THE AMOUNT AND PROPOSED EFFECTIVE DATE OF ANY GENERAL CHANGE IN THE PRICE OF MATERIALS. DOCUMENTATION SHALL

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TERMS (cont'd):

BE SUPPLIED WITH THE CONTRACTOR'S REQUEST FOR INCREASE WHICH WILL: (1) VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT APPLICABLE JUST TO THE STATE OF MARYLAND; AND (2) VERIFY THE AMOUNT OR PERCENTAGE OF INCREASE WHICH IS BEING PASSED ON TO THE CONTRACTOR BY THE CONTRACTOR'S SUPPLIERS. THE PURCHASING OFFICE WILL NOTIFY THE USING AGENCIES AND CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES. THE CONTRACTOR IS FURTHER ADVISED THAT DECREASES WHICH AFFECT THE COST OF MATERIALS ARE REQUIRED TO BE COMMUNICATED IMMEDIATELY TO THE PROCUREMENT OFFICER.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

ALL ITEMS ARE TO BE QUOTED F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE DELIVERY POINT STATED IN THE BID. ALL SHIPPING, HANDLING, INSTALLATION AND ADMINISTRATIVE CHARGES SHALL BE CALCULATED IN THE BID PRICING.

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY ON THE PURCHASE ORDER

DELIVERY:

DELIVERIES ARE TO BE ARRANGED WITH THE USING AGENCY(S) AND WHENEVER THE AUTHORIZED USER NOTIFIES THE CONTRACTOR/VENDOR THAT IT WISHES TO PURCHASE ITEMS, THE CONTRACTOR/VENDOR SHALL DELIVER THE ITEMS WITHIN FORTY - FIVE (45) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. THE STATE HIGHWAY ADMINISTRATION HAS MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR MINIMUM PERIODS OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERSEDE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ADDITIONAL TERMS & CONDITIONS:

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASES UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT

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TERMS (cont'd):

CARD. SIZES AND QUANTITIES WILL BE PROVIDED BY THE USING AGENCY.

LIMITS ON USING AGENCY AUTHORITY: THE CONTRACTOR/VENDOR SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

CONTRACTOR/VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN.

A REPORT MUST BE FURNISHED BY THE CONTRACTOR/VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) EMAIL ADDRESSES:

SUZAN.EDWARDS@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55004	LB	.2790

GLASS BEADS STANDARD BLEND AS PER ATTACHED SPECIFICATIONS.

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THE PURCHASE ORDER.

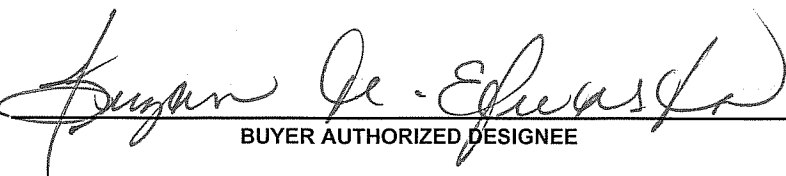
STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 22-1933307

STATE PHONE NUMBER FOR PLACING ORDER: (610) 651-4714

STATE VENDOR CONTACT PERSON: YVONNE HARRIS

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AUTHORIZED BY:


BUYER AUTHORIZED DESIGNEE

DATE:

06/27/2012